

DEPARTMENT OF THE ARMY

U.S. Army Corps of Engineers  
WASHINGTON, D.C. 20314-1000

REPLY TO  
ATTENTION OF:  
CEMP-RA

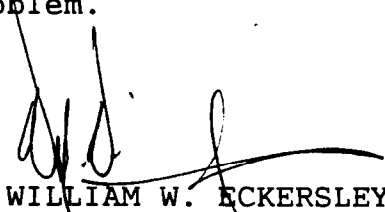
21 SEP-1990

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Environmental Protection Agency (EPA) Superfund -  
Model Interagency Agreements (IAGs) for Superfund Assignments to  
USACE

1. Attached is a 17 September 1990 letter with enclosure from EPA transmitting the subject model IAGs in final revision and ready for EPA to publish.
2. The final revisions incorporate the USACE comments we provided to EPA and indicate (by highlighting) the actual revisions made.
3. EPA has indicated that they intend to inform the regions that incorporation of the language of these final revisions into new IAGs is suggested even before the publication of the models in booklet form. Given the breadth of the USACE review, we do not expect this will be a problem.

Encl

  
WILLIAM W. ECKERSLEY  
Chief, Program and Analysis Branch  
Environmental Restoration Division  
Directorate of Military Programs

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

SEP 17 1990

OFFICE OF  
SOLID WASTE AND EMERGENCY RESPONSE

William W. Eckersley  
Chief, Program and Analysis Branch (CEMP-RA)  
Environmental Restoration Division  
Directorate of Military Program  
U.S. Army Corps of Engineers  
20 Massachusetts Avenue  
Washington, D.C. 20314-1000

Dear Mr. Eckersley:

Thank you for the U.S. Army Corps of Engineers' (USACE) comments on the model Interagency Agreements (IAGs) for Superfund assignments to USACE. We, in coordination with Scott McMoran of our Grants Administration Division, have reviewed the comments and incorporated many of them in the models. With this letter I am transmitting the final revisions with the changes highlighted. These model IAGs will be incorporated into our Model IAG Handbook as well as be distributed to our Regional Offices for immediate use. The remainder of this letter addresses our response to the USACE comments.

**GENERAL - ALL IAGs**

- o **Cost Reporting:** USACE needs to provide better supporting documentation accompanying the SF1080 to:
  1. Insure the Environmental Protection Agency (EPA) Remedial Project Manager (RPM) that USACE is properly managing the project.
  2. Explain for which activities funds were expended.
  3. Enhance cost recovery efforts.

While mirroring EPA's budget categories exactly may be an impossible task for USACE, USACE must provide sufficient cost breakdown information to meet EPA program needs.

- o **Inventory:** USACE requirements to provide final inventory of property were revised to reflect both USACE and USACE contractor purchased equipment. We feel, based on earlier discussions with USACE-HQ that USACE contractors should provide inventory of property prior to final contract

payment. USACE would then provide a complete project inventory of property within one month after the end of the IAG project period.

- o **Record Retention Requirements:** Consultation with EPA Office of Waste Program Enforcement and the Department of Justice resulted in a determination that contractor records are not needed for fixed price type contracts. Contractor records are required in cost reimbursable type contracts for cost recovery actions to substantiate claims. For this reason USACE must require cost reimbursable contractors to maintain cost records.

North Central Division requested a timetable for document gathering and retrieval. Since these requests are often a result of court actions they are difficult to project. The cost recovery documentation file preparation effort currently underway should resolve most of this problem.

#### **PHASE I DESIGN GENERIC IAG**

- o **Contract References:** All references to USACE contracts and contractors were eliminated.

#### **REMEDIAL DESIGN IAG**

- o **Purpose:** The revision to the purpose statement as requested by USACE was made. The line now reads "implementation of a remedial design for remedial action."
- o **Work Statement:** South Atlantic Division questioned the need for addressing in-house designs in this section. It is EPA understanding that it is to be a joint EPA/USACE decision for the few in-house designs that will be done. We feel the EPA RPM can easily modify the work statement to address in-house designs in those few incidents when they occur.
- o **Quality Assurance Management Plan:** Guidance exists regarding this requirement, it is, therefore, not new or undefined. A copy is enclosed for transmittal to the Missouri River Division for their clarification.

#### **REMEDIAL ACTION IAG**

- o **Work Statement - Contract Modifications:** Language specifically addressing contract modifications was added to the work statement. This was not added as a separate item because it is covered under the management of the remedial action contract.

Again, thank you for your participation in this review.  
Should you have any questions, please feel free to call me at 382-2347.

Sincerely,

A handwritten signature in dark ink, appearing to read 'W R Zobel', with a stylized flourish at the end.

William R. Zobel, P.E.  
Design and Construction Management Branch

Enclosure

**ATTACHMENT A**  
**Special Conditions for Technical Assistance Generic IAG**

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- o Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- o Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 "Voucher and Schedule of Payment" or equivalent.
- o Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, USACE project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 or equivalent.

- o Supplies and Equipment - EPA authorization to purchase non-expendable property of \$1,000.00 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.
- o Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IAG, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

- a. The USACE will provide monthly progress reports to the RPM listed on the IAG form containing:
- o Site name and IAG number.
  - o Summary of work performed.
  - o Estimate of the percentage of the project completed.
  - o Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
  - o Summaries of all change orders and claims made on the contract during the reporting period.
  - o Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
  - o Summaries of all problems or potential problems encountered during the reporting period.

- o Projected work for the next reporting period.
  - o Attachment of a copy of all certified contractor invoices for contract costs and Request for Reimbursement (SF 1080) for all USACE in-house cost submitted to the EPA Financial Management Center, Cincinnati, for payment during the reporting month.
- b. The USACE will submit certified contractor invoices and/or complete and signed Request for Reimbursement (SF1080) to the EPA Financial Management Center, Cincinnati, containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IAG number.
- c. USACE will provide a final inventory of property, [prior to final contract payment] within one month of the end of the Interagency Agreement performance period, describing the condition of each item [and requesting disposition instructions]. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

### 3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA or DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

### 4. Record Retention Requirements

The USACE will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

5. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

6. Other EPA Involvement

- a. Payment to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement for request (SF 1080). Final project payments for specific contracts and in-house cost shall be reviewed and approved by the EPA Regional program office.
- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition [al] instructions upon termination of the IAG. [and] EPA will receive fair-market value for any property disposed of or used for non-Superfund activities.



**ATTACHMENT A**  
Special Conditions for Phase I Design Generic IAG

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- o Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
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- o Supplies and Equipment - EPA authorization to purchase non-expendable property of \$1,000.00 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.

- o Any other direct costs not included in the above categories.
- b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IAG, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

## 2. Reporting Requirements

- a. The USACE will provide monthly progress reports to the RPM listed on the IAG form containing:
  - o Site name and IAG number.
  - o Summary of work performed.
  - o Estimate of the percentage of the project completed.
  - o Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
  - [o Summaries of all change orders and claims made on the contract during the reporting period.]
  - o Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
  - o Summaries of all problems or potential problems encountered during the reporting period.
  - o Projected work for the next reporting period.

- o Attachment of a copy of all [certified contractor invoices for contract costs and] Request for Reimbursement (SF 1080) for all USACE [in-house] costs submitted to the EPA Financial Management Center, Cincinnati, for payment during the reporting month.
- b. The USACE will submit [certified contractor invoices and/or complete and signed] Request for Reimbursement (SF1080) to the EPA Financial Management Center, Cincinnati, containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IAG number.
- c. USACE will provide a final inventory of property, [prior to final contract payment] within one month of the end of the Interagency Agreement performance period, describing the condition of each item [and requesting disposition instructions]. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

### 3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA or DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

### 4. Record Retention Requirements

The USACE [and its contractors] will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records.

### 5. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.

- b. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

6. Other EPA Involvement

- a. Payment to USACE [contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs] is contingent upon receipt of a USACE certified reimbursement request (SF 1080). Final project payment[s for specific contracts and in-house cost] shall be reviewed and approved by the EPA Regional program office.
- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition [all] instructions upon termination of the IAG. [and] EPA will receive fair-market value for any property disposed of or used for non-Superfund activities.

**ATTACHMENT A**  
**Scope of Work for Remedial Design IAG**

**SITE** [Name, City, State]  
[Site/Spill Identifier]

**PURPOSE**

The purpose of this agreement is to obtain assistance from the U.S. Army Corps of Engineers (USACE) for the implementation of a remedial design for remedial action at the [site name].

**BACKGROUND**

[Briefly summarize the site in one or two paragraphs to include]

- o [location of site]
- o [brief history of operations, releases, response actions, etc.]
- o [quantity, types, and concentrations of hazardous substances]
- o [extent of contamination]
- o [operable unit name and number, event name and number, and project name, if applicable]

A Record of Decision (ROD) was signed by the [AA-OSWER or RA] on [date] selecting [description of remedy] as the cost effective remedy for the [site name].

**REMEDY**

The remedy selected by EPA and the State of [state name] includes the following major components:

[list major components in bullet format]

**WORK STATEMENT**

The USACE will be responsible for:

1. Developing the technical statement of work and awarding and managing a contract to a private firm for the design of [description of remedy]. The design package will consist of plans and specifications along with [include as necessary O&M plan, QAPP, Site Safety Plan, etc.].

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2. Reviewing the design package in coordination with the EPA RPM at preliminary and pre-final design stages. Approval and acceptance of the final design, with comment from EPA.
3. Conducting value engineering screening to assess the need for a value engineering study. Conducting value engineering studies when indicated.
4. Preparing a Real Estate Planning Report to be submitted to the EPA Regional office during the preliminary design phase of the project.
5. Providing other support to include [permit assistance, community relations assistance, etc.].
6. Reproducing design documents.
7. Conducting procurement activities for remedial actions up to the point of award.

**ATTACHMENT B**  
**Special Conditions for Remedial Design IAG**

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

**1. Cost Documentation Requirements**

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

**a. Direct Costs**

- o Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
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- o Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, USACE project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 or equivalent.
- o Supplies and Equipment - EPA authorization to

purchase non-expendable property of \$1,000.00 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.

- -

- o Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IAG, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

- a. The USACE will provide monthly progress reports to the RPM listed on the IAG form containing:
  - o Site name and IAG number.
  - o Summary of work performed.
  - o Estimate of the percentage of the project completed.
  - o Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
  - o Summaries of all change orders and claims made on the contract during the reporting period.
  - o Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
  - o Summaries of all problems or potential problems encountered during the reporting period.
  - o Projected work for the next reporting period.



- o Attachment of a copy of all certified contractor invoices for contract costs and request for reimbursement (SF 1080) for all USACE in-house cost submitted to the EPA Financial Management Center, Cincinnati, for payment during the reporting month.
- b. The USACE will submit certified contractor invoices and/or complete and signed Request for Reimbursement (SF1080) to the EPA Financial Management Center, Cincinnati, containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IAG number.
- c. USACE will provide a final inventory of property, [prior to final contract payment] within one month of the end of the Interagency Agreement performance period, describing the condition of each item [and requesting disposition instructions]. USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

### 3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA or DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

### 4. Record Retention Requirements

The USACE [and its contractors] will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

5. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis shall be placed on project budget, expenditure rates, and schedule.
- d. The USACE personnel and its contractors will have the appropriate safety training and be involved in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.
- e. EPA will provide indemnification of USACE contractors for extraordinary risk to the extent that CERCLA funds are available in accordance with Section 119 of SARA and EPA implementing guidance.
- f. The USACE will furnish to the EPA RPM for their information a copy of the Quality Assurance Management Plan.
- g. The USACE will have final authority, with EPA comment, for approving Quality Assurance Project Plans (QAPPs), Sampling Analysis Plans (SAPs) which reflect environmental sampling and laboratory analysis, and Health and Safety Plans (HASPs).

6. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

7. Other EPA Involvement

- a. Payment to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement for request (SF 1080). Final project payments for specific contracts and in-house cost shall be reviewed and approved by the EPA Regional program office.
- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition [al] instructions upon termination of the IAG. [and] EPA will receive fair-market value for any property disposed of or used for non-Superfund activities.

**ATTACHMENT A**  
**Scope of Work for Remedial Action IAG**

**SITE** [Name, City, State]  
[Site/Spill Identifier]

**PURPOSE**

The purpose of this agreement is to obtain assistance from the U.S. Army Corps of Engineers (USACE) for the implementation of a remedial action at the [site name].

**BACKGROUND**

[Briefly summarize the site in one or two paragraphs to include]

- o [location of site]
- o [brief history of operations, releases, response actions, etc.]
- o [quantity, types, and concentrations of hazardous substances]
- o [extent of contamination]
- o [operable unit name and number, event name and number, and project name, if applicable]

A Record of Decision (ROD) was signed by the [AA-OSWER or RA] on [date] selecting [description of remedy] as the cost effective remedy for the [site name]. The remedial design (RD) for the remedy was performed by the [USACE or other party]. A Superfund State Contract was signed by the State of [state] on [date] providing assurances, including cost share for the remedial action (RA), required by CERCLA Section 104(c).

**REMEDY**

The remedy selected by EPA and the State of [state name] includes the following major components:

[list major components in bullet format]

**WORK STATEMENT**

The USACE will be responsible for:

1. Managing the contract for remedial action including procurement activities for any subsequent modifications

and revisions to the original contract award for remedial action.

2. Providing oversight and monitoring of construction in coordination with the EPA RPM, to ensure compliance with all contract requirements.
3. Conducting final inspection and certification of completed remedial action in coordination with the EPA RPM.
4. Assessing submitted Value Engineering Construction Proposals (VECP) in accordance with the Value Engineering clause found in the Federal Acquisition Regulation at 52.248-1. USACE shall consult with EPA on any VECP that may impact the remedy at the site prior to making any change.

**ATTACHMENT B**  
**Special Conditions for Remedial Action IAG**

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA acting as manager of the Hazardous Substances Superfund requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

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2. Reporting Requirements

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### 3. Cost Recovery

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### 4. Record Retention Requirements

The USACE will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.



- b. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

7. Other EPA Involvement

- a. Payment to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement for request (SF 1080). Final project payments for specific contracts and in-house cost shall be reviewed and approved by the EPA Regional program office.
- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition [a] instructions upon termination of the IAG. [and] EPA will receive fair-market value for any property disposed of or used for non-Superfund activities.